

EXHIBIT A

STIPULATED SETTLEMENT AGREEMENT

Case No. 1:25-cv-21190, Center for Biological Diversity v. U.S. Fish and Wildlife Service et. al.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

Case No. 1:25-cv-21190-SING AL

CENTER FOR BIOLOGICAL
DIVERSITY,
v.

U.S. FISH AND WILDLIFE SERVICE, *et al.*

STIPULATED SETTLEMENT AGREEMENT

This Stipulated Settlement Agreement is entered into by and between Plaintiff Center for Biological Diversity, Center for Plaintiff, and Defendants U.S. Fish and Wildlife Service, Doug Brug, in his official capacity as Secretary of the Interior, and Brian Nesvold, in his official capacity as Director of the Service collectively, Defendants. In short of this Agreement, Plaintiff and Defendants collectively, the Parties, by and through their undersigned counsel, state as follows:

WHEREAS, the Endangered Species Act (ESA) provides that within one year of determining that listing a species is warranted and publishing a proposed rule to list a species, the Secretary shall publish in the Federal Register a final listing determination as to whether a species is an endangered species or a threatened species a notice that the one-year period is being extended for substantial disagreement regarding the sufficiency or accuracy of the available data or, in the event of a withdrawal, a notice of the withdrawal together with the finding, subject to judicial review, on which such withdrawal is based, 1 U.S.C. 15

WHEREAS, the ESA requires the Secretary to designate critical habitat, to the extent prudent and determinable, concurrent with a final listing determination that a species is an endangered species or a threatened species. *Id.* 15(a)(15)(C)(ii).

WHEREAS, the ESA requires the Secretary to publish a final regulation implementing a proposed critical habitat designation within one year of publishing the proposed critical habitat designation, *id.* 15(a)(ii) if at the time of a final listing determination the Secretary

determines that designation of critical habitat is not then determinable, the Secretary may take one additional year to establish a final critical habitat designation. *Id.* 15 C. ii.

WHEREAS, on September 2, 2022, the Service issued a proposed rule, Endangered and Threatened Wildlife and Plants Threatened Species Status with Section 3 Rule for Florida Keys Mole Snail and Designation of Critical Habitat, Fed. Reg. 5, Sept. 2, 2022, proposing to list the Florida Keys mole snail as a threatened species under the ESA and proposing to designate its critical habitat.

WHEREAS, on October 1, 2022, the Service issued a proposed rule, Endangered and Threatened Wildlife and Plants Endangered Species Status for Reticulated Rock Crocodile Snake and Key Ring-Necked Snake and Designation of Critical Habitat, Fed. Reg. 2, Oct. 1, 2022, proposing to list the reticulated rock crocodile snake and the key ring-necked snake as endangered species under the ESA and proposing to designate their critical habitat.

WHEREAS, the Service has not yet issued a final listing determination for the Florida Keys mole snail, the reticulated rock crocodile snake, or the key ring-necked snake.

WHEREAS, on September 29, 2011, the Service issued a final rule, Endangered and Threatened Wildlife and Plants Endangered Species Status for *Chamaecrista lineata* var. *keyensis* Big Pine Partridge Pea, *Chamaesyce deltoidea* ss. *serpyllum* Wedge Sage, and *Linum arenicola* Sand Flax, and Threatened Species Status for *Argythamnia blodgettii* Blodgett's Silver Bush, 1 Fed. Reg. 2, Sept. 29, 2011, listing the Big Pine Partridge Pea, wedge sage, and sand flax as endangered species, and listing the Blodgett's silver bush as a threatened species.

WHEREAS, the September 29, 2011 final listing rule for the Big Pine Partridge Pea, wedge sage, sand flax, and Blodgett's silver bush found that critical habitat was not then determinable for those species.

WHEREAS, on October 1, 2011, the Service issued a final rule, Endangered Species Status for *Dalea carthagenensis* var. *floridana* Florida Prairie-clover, and Threatened Species Status for *Sideroxylon reclinatum* ss. *austrofloridense* Everglades Bolly, *Digitaria pauciflora* Florida Pineland Craggrass, and *Chamaesyce deltoidea* ss. *pinetorum* Pineland Sandmat, 2

Fed. Reg. , 91 ct. , 201 , listing the Florida rairie-clover as an endangered species and the Everglades lly, Florida inland cra grass, and inland sand at as threatened species

WHEREAS, the cto er , 201 , final listing r le for the Florida rairie-clover, Everglades lly, Florida inland cra grass, and inland sand at fo nd that critical habitat as not then determina le for those species

WHEREAS, on cto er 1 , 2022, the Service iss ed ro osed r les, Designation of Critical a itat for *Chamaecrista lineata* var. *keyensis* Big Pine Partridge Pea , *Chamaesyce deltoidea* ss . *serpyllum* Wedge S rge , *Linum arenicola* Sand Fla , and *Argythamnia blodgettii* Blodgett s Silver sh , Fed. Reg. 2,502 ct. 1 , 2022 , and Designation of Critical a itat for *Sideroxylon reclinatum* ss . *austrofloridense* Everglades lly , *Digitaria pauciflora* Florida inland cra grass , *Chamaesyce deltoidea* ss . *pinetorum* inland sand at , and *Dalea carthagenensis* var. *floridana* Florida rairie-clover , Fed. Reg. 2,5 ct. 1 , 2022 , ro osing to designate critical ha itat for the Big Pine artridge ea, edge s rge, sand fla , Blodgett s silver sh, Florida rairie-clover, Everglades lly, Florida inland cra grass, and inland sand at

WHEREAS, the Service has not yet iss ed final critical ha itat designations for the Big Pine artridge ea, edge s rge, sand fla , Blodgett s silver sh, Everglades lly, Florida inland cra grass, Pineland sand at, or Florida rairie-clover

WHEREAS, as re ired by 1 U.S.C. 15 0 g 2 , Plaintiff sent Defendants letters dated A g st 15, 202 , stating its intent to file s it for alleged violations of the ESA

WHEREAS, on March 1 , 2025, Plaintiff filed a Co plaint in the a ove-ca tioned case, D t. 1, to co el the Service to, y dates certain, 1 finali e ro osed reg lations listing the Florida eys ole s in as a threatened species and the Ri Roc cro ned sna e and ey ring-nec ed sna e as endangered species, and designating critical ha itat, and 2 finali e ro osed reg lations designating critical ha itat for the Big Pine artridge ea, edge s rge, sand fla , Blodgett s silver sh, Everglades lly, Florida inland cra grass, inland sand at, and Florida rairie-clover

WHEREAS, the Parties, thro gh their a thorized re sentsatives, and itho t any final ad dication of the iss es of fact or la ith res ect to Plaintiff s clai s, have negotiated a

settle ent that they consider to ea st, fair, ade ate, and e ita le resol tion of the dis tes set forth in Plaintiff s Co plaint

N W, T EREF RE, the arties agree as follo s:

1. n or efore ly 1 , 202 , the Service shall, rs ant to 1 U.S.C. 15 , s it to the *Federal Register* for lication final listing deter inations for the Florida eys ole s in , the ri roc cro ned sna e, and the ey ring-nec ed sna e.
2. n or efore an ary 20, 202 , the Service shall, rs ant to 1 U.S.C. 15 , s it to the *Federal Register* for lication final critical ha itat designations for the follo ing s ecies: Big Pine artridge ea, edge s rge, sand fla , and Blodgett s silver sh.
3. n or efore an ary 20, 202 , the Service shall, rs ant to 1 U.S.C. 15 , s it to the *Federal Register* for lication final critical ha itat designations for the follo ing s ecies: Everglades lly, Florida ineland cra grass, Pineland sand at, and Florida rairie-clover. The an ary 20, 202 deadline shall ea to atically e tended y ninety 90 days if any of these final critical ha itat designations are identified as a significant reg latory action for r oses of E ec tive rder 12 .

The deadlines in Paragra hs 2 and , incl ding the deadline in Paragra h as e tended y the ninety 90 day eriod, shall e e tended a to atically y another thirty 0 days in the event that interagency revie e cceeds ninety 90 days. *See E ec tive rder 12*

2 B C Se t. 0, 199 .

5. The rder entering this Agree ent ay e odified y the Co rt on good ca se sho n, consistent ith the Federal R les of Civil Proced re, y ritten sti lation et een the Parties filed ith and a roved y the Co rt, or on ritten otion filed y one of the Parties and granted y the Co rt. In the event that either arty see s to odify the ter s of this Agree ent, incl ding the deadlines s ecified in Paragra hs 1, 2, and , or in the event of a dis te arising o t of or relating to this Agree ent, or in the event that either arty believes that the other arty has failed to co ly ith any ter or condition of this Agree ent, the arty see ing the odification, raising the dis te, or see ing enforce ent shall rovide the other arty ith notice of the clai or odification. The Parties agree that they ill eet and confer

either telephonically or in person at the earliest possible time in a good-faith effort to resolve the claim before seeking relief from the Court. If the Parties are unable to resolve the claim themselves, either party may seek relief from the Court.

. In the event that Defendants fail to meet any deadline specified in Paragraphs 1, 2, 3, and 4 and have not so sought to modify it, Plaintiff's first ready shall be a motion to enforce the terms of this Agreement, after following the dispute resolution procedure described above. This Agreement shall not, in the first instance, be enforced through a proceeding for contempt of court.

. Plaintiff reserves the right to request attorneys' fees and costs from Defendants pursuant to Section 11(g) of the ESA, 1 U.S.C. § 150g, and Defendants reserve their right to contest Plaintiff's entitlement to recover fees and the amount of any such fees and do not waive any objection or defense that they may have to any fees and costs requested from Plaintiff. The Parties agree to the following schedule for addressing attorneys' fees and costs:

- a. Within forty-five (45) days of the entry of the order by this Court approving this Agreement, Plaintiff will provide to Defendants an itemization of the attorneys' fees and costs it seeks to recover to allow Defendants to assess whether settlement of such claims is possible.
- b. Within sixty (60) days of Defendants receipt of this itemization of the Plaintiff's proposed fees and costs, the Parties will notify the Court whether they have reached a settlement as to the amount of Plaintiff's attorneys' fees and costs by Defendants.
- c. If the Parties have not reached agreement on attorneys' fees and costs at the time that they provide this notice to the Court, Plaintiff may move within thirty (30) days of that date for the Court to award attorneys' fees and costs. Briefing and adjudication of Plaintiff's motion for attorneys' fees and costs and Defendants' opposition thereto will then proceed as provided in Southern District of Florida General Local Rule . In the event that Plaintiff files such a motion, Defendants reserve the right to contest entitlement to and/or the

reasonableness of the amount of Plaintiff's claims to attorneys' fees and costs, including the hourly rates and number of hours billed.

. By this Agreement, Plaintiff does not waive any right to seek additional fees and costs incurred in any future litigation or continuation of the present action. Additionally, Defendants do not waive any right to contest fees claimed by Plaintiff or Plaintiff's counsel, including hourly rates and the number of hours billed, in any future litigation or continuation of the present action.

9. This Agreement requires only that Defendants take the actions specified in Paragraphs 1, 2, , and . No revision of this Agreement shall be interpreted as, or constitute, a condition or requirement that Defendants take action in contravention of the ESA, the Administrative Procedure Act (APA), or any other law or regulation, either substantive or procedural. Nothing in this Agreement shall be construed to limit or modify the discretion accorded to Defendants by the ESA, APA, or general principles of administrative law, with respect to the procedures to be followed in making any finding required herein, or as to the substance of any findings made pursuant to Paragraphs 1, 2, and of the Agreement. To challenge any finding issued pursuant to Paragraph 1, 2, or , Plaintiff must file a separate action. Defendants reserve the right to raise any applicable claims or defenses to such challenges.

10. No part of this Agreement shall have precedential value in any litigation or in representations before any court or forum or in any public setting. No party shall use this Agreement or the terms herein as evidence of what does or does not constitute a reasonable timeline regarding the listing or designation of critical habitat for any species.

11. Nothing in this Agreement shall be construed or offered as evidence in any proceeding as an admission or concession of any wrongdoing, liability, or any issue of fact or law concerning the claims settled under this Agreement or any similar claims brought in the future by any other party. Nothing in this Agreement may be construed or offered as evidence in any proceeding as to what may constitute a reasonable timeline for making findings regarding the listing of any species. Except as expressly provided in this Agreement, none of the Parties waive or relinquish any legal rights, claims, or defenses they may have. This Agreement is intended for the purpose of settling Plaintiff's Complaint, and nothing herein shall be construed as precedent in any other context.

12. Nothing in this Agreement shall be interpreted as, or shall constitute, a release that Defendants are obligated to pay any funds exceeding those available, or take any action in contravention of the Anti-Deficiency Act, 1 U.S.C. § 11, or any other applicable appropriations law or regulation.

13. The Parties agree that this Agreement was negotiated in good faith and that it constitutes a settlement of claims that were disputed by the Parties. By entering into this Agreement, none of the Parties waive any legal rights, claims, or defenses except as expressly stated herein. This Agreement contains all of the terms of agreement between the Parties concerning the Complaint and is intended to be the final and sole agreement between the Parties with respect thereto. The Parties agree that any prior or contemporaneous representations or understanding not explicitly contained in this written Agreement, whether written or oral, are of no further legal or enforceable force or effect.

14. The undersigned representatives of each party certify that they are fully authorized by the party or parties they represent to agree to the terms and conditions of this Agreement and do hereby agree to the terms herein. Further, each party, by and through its undersigned representative, represents and warrants that it has the legal power and authority to enter into this Agreement and bind itself to the terms and conditions contained in this Agreement.

15. The terms of this Agreement shall become effective upon entry of an order by the Court ratifying this Agreement and retaining jurisdiction to enforce it.

16. Upon adoption of this Agreement by the Court, all counts of Plaintiff's Complaint shall be dismissed with prejudice. Notwithstanding the dismissal of this action, however, the Parties hereby stipulate and expressly request that the Court retain jurisdiction to oversee any motion for attorneys fees and costs, compliance with the terms of this Agreement, and resolution of any motions to modify schedules, until Defendants satisfy their obligations under this Agreement. *See Kokkonen v. Guardian Life Ins. Co. of Am.*, 511 U.S. 5199.

Dated: February , 202

Respectfully submitted,

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Principal Deputy Assistant Attorney General

U.S. Department of Justice
Environmental Natural Resources Division
NICOLE M. SMITH, Assistant Section Chief

/s/ Sara M. Warren

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